

MESSER CAPARELLO & SELF, P.A.

Attorneys At Law
www.lawfla.com

May 28, 2008

VIA HAND DELIVERY

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
08 MAY 28 PM 4:23
COMMISSION CLERK

Re: Docket No. 070699-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. are an original and 15 copies of the following documents:

- 1. The Rebuttal Testimony of Cynthia Clugy;
2. The Rebuttal Testimony of Thomas W. Hicks;
3. The Rebuttal Testimony of John R. Melcher; and
4. The Rebuttal Testimony of Carey F. Spence- Lenss.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

DOCUMENT NUMBER-DATE
04519 MAY 28 08
FPSC-COMMISSION CLERK

cc: FRS/amb
Enclosure
Rebecca Ballesteros, Esq.
Parties of Record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Electronic Mail and U.S. Mail this 28th day of May, 2008.

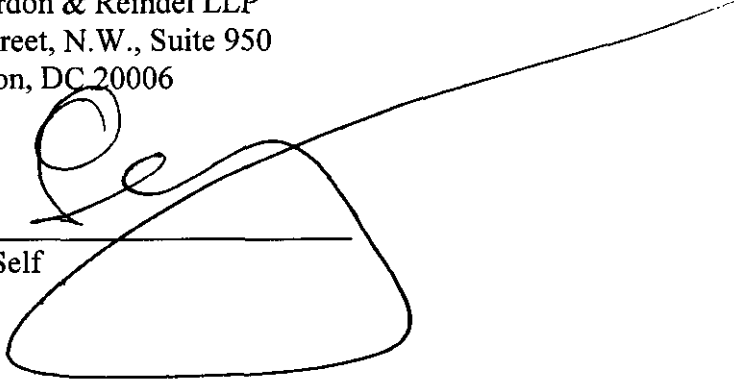
Lee Eng Tan, Esq.
Senior Attorney
Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Susan Masterton, Esq.
Embarq Florida, Inc.
Mailstop: FLTLHO0102
1313 Blair Stone Road
Tallahassee, FL 32301

Ms. Sandra A. Khazraee
Embarq Florida, Inc.
Mailstop: FLTLHO0201
Post Office Box 2214
Tallahassee, FL 32316-2214

Rebecca Ballesteros
Intrado, Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W., Suite 950
Washington, DC 20006



Floyd R. Self

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
Docket No. 070699-TP
Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the
Communications Act of 1934, as amended, to Establish an Interconnection
Agreement with Embarq Florida Inc.

REBUTTAL TESTIMONY OF CYNTHIA CLUGY

May 28, 2008

SECTION I - INTRODUCTION

Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Cynthia Clugy. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Communications Inc. (“Intrado Comm”) as a Consultant to Intrado Comm’s Government and Regulatory Affairs department.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for various projects for Intrado Comm’s Government and Regulatory Affairs group. Specifically, I am a part of Intrado Comm’s Section 251 negotiations team where I serve as a telecommunications subject matter expert. As a member of Intrado Comm’s Section 251 team, I am responsible for the review and revision of incumbent template agreements necessary to meet Intrado Comm’s interconnection needs to provide

DOCUMENT NUMBER - DATE
04519 MAY 28 08
FPSC-COMMISSION CLERK

1 competitive 911 services to Public Safety Answering Point (“PSAP”)
2 customers. I also have participated in the negotiations with Embarq regarding
3 the interconnection agreement at issue in this proceeding.

4 **Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

5 **A:** The purpose of my rebuttal testimony is to address Issue 2(a) and (b), Issue 5,
6 Issue 6(b), Issue 11, and Issue 14.

7 **UNRESOLVED ISSUES:**

8 *Issue 2(a): What trunking and traffic routing arrangements should be used for*
9 *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*
10 *Provider?*

11 *Issue 2(b): What trunking and traffic routing arrangements should be used for*
12 *the exchange of traffic when Embarq is the designated the 911/E911 Service*
13 *Provider?*

14 **Q: IS INTRADO COMM OPPOSED TO THE USE OF ONE-WAY**
15 **TRUNKING?**

16 **A:** No. Intrado Comm supports the use of one-way trunking when using such
17 trunking is technically feasible and would result in an efficient, reliable, and
18 redundant interconnection arrangement between the Parties’ networks. While
19 I am not a lawyer, it is my understanding that Section 51.305 of the FCC’s
20 rules and Rule 4901:1-7-06 of the Commission’s rules give competitors like
21 Intrado Comm the right to determine whether one-way or two-way trunking
22 should be used subject to technical feasibility.

1 **Q: CAN YOU PROVIDE AN EXAMPLE OF WHEN ONE-WAY**
2 **TRUNKING WOULD BE APPROPRIATE?**

3 **A:** One-way trunking should be used for Intrado Comm's interconnection to
4 Embarq's network when Embarq serves as the designated 911/E911 service
5 provider. Similarly, it would be appropriate to use one-way trunking from
6 Embarq end offices when Intrado Comm serves as the designated 911/E911
7 service provider.

8 **Q: CAN YOU PROVIDE AN EXAMPLE OF WHEN ONE-WAY**
9 **TRUNKING WOULD NOT BE APPROPRIATE?**

10 **A:** Intrado Comm supports the use of two-way trunking when the Parties deploy
11 inter-selective router trunking between their selective routers. Inter-selective
12 router trunking is trunking deployed between selective routers that allows 911
13 calls to be transferred between selective routers. Inter-selective router
14 trunking is discussed more fully by my colleague Mr. Thomas W. Hicks.

15 **Q: IS THE CORE ISSUE A TECHNICAL ISSUE REGARDING THE**
16 **TYPE OF TRUNKS TO BE USED FOR INTERCONNECTION OF**
17 **COMPETING 911/E911 SYSTEMS?**

18 **A:** No. Embarq understands that today's 911/E911 system design is predicated
19 on the use of one-way trunks from end offices to E911 selective routing
20 tandems. Where inter-selective routing trunking has been deployed, the
21 technical requirements generally require the use of one-way trunks between
22 selective routers. However, Intrado Comm is not averse to using two-way
23 trunks for inter-selective routing trunks if the Parties' E911 selective routers

1 can accommodate such trunks for inter-selective router trunking. Embarq's
2 concern with the use of Intrado Comm's proposed language regarding one-
3 way trunks in the local exchange interconnection section of the
4 interconnection agreement is based on Embarq's mistaken assumption that
5 interconnection of competing local exchange 911 networks should be under
6 the auspices of commercial agreements and not Section 251 of the Act.

7 **Issue 5:** *Should the interconnection agreement include the terms and*
8 *conditions under which Embarq orders services from Intrado Comm? If so, what*
9 *are the appropriate terms and conditions?*

10 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**
11 **REGARDING THE PROCESS FOR EMBARQ ORDERING**
12 **SERVICES FROM INTRADO COMM.**

13 **A:** While Embarq's proposed language contains detailed provisions setting forth
14 the process for Intrado Comm to order services and facilities from Embarq,
15 the language does not address how Embarq will order services from Intrado
16 Comm. As co-carriers, both Parties will be purchasing services from the other
17 and thus each Party should be aware of the process to order services and
18 facilities from the other Party. Intrado Comm has therefore included language
19 addressing its ordering process in the interconnection agreement.

20 **Q: CAN YOU PROVIDE FURTHER DETAIL ON INTRADO COMM'S**
21 **ORDERING PROCESS?**

22 **A:** Intrado Comm will ultimately be providing web-based access to all
23 telecommunications service providers to order services from Intrado Comm,

1 including access to Intrado Comm’s Intelligent Emergency Network®. The
2 process is detailed in Exhibit No. ____ (Clugy, Rebuttal Exhibit CC-1).

3 **Q: IS INTRADO COMM’S ORDERING PROCESS CONSISTENT WITH**
4 **CURRENT INDUSTRY PRACTICES?**

5 **A:** While Intrado Comm does not require interconnecting parties to enter all of
6 the codes and entries typically required when connecting to an ILEC via its
7 standard Access Service Request (“ASR”) process, the information required
8 by Intrado Comm includes fields normally contained on an ASR.

9 **Q: HAS EMBARQ REFUSED TO USE INTRADO COMM’S ORDERING**
10 **PROCESSES?**

11 **A:** No, Embarq has not refused to use Intrado Comm’s ordering process or
12 indicated any disagreement with Intrado Comm’s proposed language. Rather,
13 it appears Embarq is unwilling to accept the language in a Section 251(c)
14 interconnection agreement based on Embarq’s view that it is not appropriate
15 to address this issue in a Section 251(c) interconnection agreement.

16 **Q: IS INTRADO COMM’S PROPOSED LANGAUGE APPROPRIATE**
17 **FOR A SECTION 251(c) INTERCONNECTION AGREEMENT?**

18 **A:** Yes. The interconnection agreement sets forth the Parties’ reciprocal
19 interconnection obligations and the terms and conditions governing their co-
20 carrier relationship. Intrado Comm’s ordering process should be set forth in
21 the interconnection agreement just as Embarq’s ordering process is.

1 *Issue 6(b): What terms and conditions should be included in the ICA to address*
2 *access to 911/E911 database information when Intrado Comm is the designated*
3 *911/E911 service provider?*

4 **Q: DO THE PARTIES DISAGREE ON THE CONTRACT PROVISIONS**
5 **AT ISSUE BECAUSE OF TECHNICAL REASONS?**

6 **A:** No. The outstanding issue associated with the Parties' access to each other's
7 911/E911 databases is directly attributable to Embarq's belief that the Parties
8 are not connecting competing 911 local exchange systems and therefore it is
9 not appropriate to include terms and conditions regarding Embarq's access to
10 Intrado Comm's 911/E911 databases in the Section 251 interconnection
11 agreement. It appears Embarq had no objections to the proposed language
12 itself, but instead objects to its inclusion in a Section 251 interconnection
13 agreement.

14 *Issue 7: Should 911/E911 Service calls be included in the type of traffic to be*
15 *exchanged by the Parties over local interconnection trunks?*

16 **Q: HOW WOULD YOU CHARACTERIZE THE DISPUTE BETWEEN**
17 **THE PARTIES WITH RESPECT TO THIS ISSUE?**

18 **A:** Embarq has indicated that Intrado Comm's proposed language would be
19 acceptable in a commercial agreement but is not appropriate for a Section
20 251(c) agreement. Thus, it appears Embarq does not take issue with the
21 substance of the language, only whether the language should be in a Section
22 251(c) agreement.

1 **Q: WHY SHOULD 911 SERVICE AND E911 SERVICE BE INCLUDED IN**
2 **THE SECTION REGARDING LOCAL INTERCONNECTION?**

3 **A:** 911 service and E911 service calls should be treated like any other telephone
4 exchange traffic. The Commission has recognized that the 911/E911 services
5 to be provided by Intrado Comm are telephone exchange services. Embarq
6 likewise classifies the 911/E911 service it provides to PSAPs as “a telephone
7 exchange communication service” that is provisioned using “exchange lines”
8 (Spence-Lenss, Direct Exhibit CSL-9). 911 and E911 services, as local
9 exchange services, rightfully belong in the section of the interconnection
10 agreement addressing the interconnection of local exchange networks. A
11 Section 251(c) interconnection agreement is the appropriate vehicle to
12 negotiate the interconnection and mutual exchange of traffic for competing
13 local exchange networks. Intrado Comm is seeking to launch a competitive
14 local exchange E911 service and therefore it is entitled to interconnection
15 pursuant to Section 251 of the Act.

16 ***Issue 11: How should the term “End User” be defined and where should it be***
17 ***used in the ICA?***

18 **Q: WHY IS INTRADO COMM’S DEFINITION OF END USER**
19 **APPROPRIATE?**

20 **A:** Intrado Comm’s definition formally articulates the implied usage of the term
21 “End User” in the original Embarq template interconnection agreement as
22 well as reflects the entities that will be purchasing services from the Parties.
23 The governmental entities who will purchase either Embarq’s or Intrado

1 Comm's 911/E911 services fall within the definition as entities that subscribe
2 to or use the telecommunications services offered by either Party.

3 **Q: IS INTRADO COMM USING THE DEFINITION OF END USER TO**
4 **INAPPROPRIATELY EXPAND THE ENTITIES TO WHICH THE**
5 **PARTIES MAY PROVIDE SERVICES?**

6 **A:** No. Intrado Comm's definition properly encompasses other entities that may
7 be appropriately considered "End Users" when they are purchasing services
8 from either of the Parties at retail. The Federal Communications Commission
9 ("FCC") has determined that even carriers can be considered "end users" for
10 some purposes. The FCC found that "wholesale" means a service or product
11 that is an input to a further sale to an end user, and by contrast, "retail" means
12 a service or product for the customer's own personal use or consumption.
13 Thus, when a carrier is purchasing services from another carrier for its own
14 use or consumption (*i.e.*, at retail), the purchasing carrier is treated as an "end
15 user" in the transaction (*Federal-State Joint Board on Universal Service*, 13
16 FCC Rcd 5318, ¶ 298 (1997)).

17 **Q: IS THE ENTITLEMENT TO INTERCONNECTION DEPENDENT ON**
18 **THE CUSTOMERS TO BE SERVED BY THE COMPETITOR?**

19 **A:** No. Embarq is wrong (Maples Direct, page 39, lines 20-21). Determining
20 whether a competitor is entitled to Section 251(c) interconnection is not based
21 on the customers served by that competitor. The FCC has specifically stated
22 that the regulatory classification of the service provided to the ultimate end
23 user has no bearing on the provider's rights as a telecommunications carrier to

1 interconnect under Section 251 (*Time Warner Cable Request for Declaratory*
2 *Ruling that Competitive Local Exchange Carriers May Obtain*
3 *Interconnection Under Section 251 of the Communications Act of 1934, as*
4 *Amended, to Provide Wholesale Telecommunications Services to VoIP*
5 *Providers*, 22 FCC Rcd 3513, ¶ 15 (2007)). The provision of
6 telecommunications services, and the accompanying interconnection rights,
7 exist regardless of whether the telecommunications services are wholesale or
8 retail.

9 **Q: WHEN PROVIDING 911 SERVICES TO A PSAP, IS THE PSAP**
10 **CONSIDERED AN END USER?**

11 **A:** When a PSAP purchases 911/E911 services from Intrado Comm, the PSAP is
12 considered a retail customer of Intrado Comm. The PSAP is the ultimate
13 consumer of the 911/E911 services to be provided by Intrado Comm. The
14 PSAP will not be making a “further sale” to another entity. Classification of
15 the PSAP as a “retail customer” of Intrado Comm is also consistent with the
16 way in which Embarq classifies its provision of services to PSAPs. Embarq’s
17 911/E911 service offering is contained in its General Exchange tariff, which is
18 the same tariff that contains all of Embarq’s other retail service offerings in
19 Florida.

20 **Issue 14: What are the appropriate terms and conditions regarding audits?**

21 **Q: IS THE USE OF INDEPENDENT AUDITORS A COMMON**
22 **INDUSTRY PRACTICE?**

1 **A:** Yes, the use of independent auditors is a common industry practice. As
2 demonstrated in Exhibit No. ____ (Clugy, Rebuttal Exhibit CC-2), the
3 interconnection agreements of other major incumbent local exchange carriers
4 contain specific provisions requiring the use of such independent auditors.
5 The language requiring independent third party auditors submitted by Intrado
6 Comm is neither onerous nor uncommon and it should be accepted. It is
7 especially appropriate where the parties to a contract are direct competitors.

8 **Q:** **IN ADDITION TO AUDITS, DOES THE INTERCONNECTION**
9 **AGREEMENT GIVE THE PARTIES OTHER RIGHTS WITH**
10 **RESPECT TO REQUESTING CERTAIN INFORMATION?**

11 **A:** Yes. In addition to audits, the interconnection agreement also allows the
12 Parties to conduct unlimited “Examinations,” which are intended to be used
13 for specific document requests or billing inquiries. By contrast, an “Audit” is
14 defined as a comprehensive review of bills as opposed to a specific inquiry.

15 **Q:** **IS INTRADO COMM REQUESTING THAT THIRD PARTIES BE**
16 **USED FOR EXAMINATIONS?**

17 **A:** No. Under Intrado Comm’s proposal, personnel of the Parties would be
18 permitted to request information and documents in connection with an
19 Examination. Intrado Comm’s third party requirement would apply only to
20 the more onerous, comprehensive audit under the interconnection agreement.

21 **Q:** **COULD EMBARQ’S CONCERNS ABOUT COSTS BE ALLEVIATED**
22 **THROUGH THE USE OF AN EXAMINATION RATHER THAN A**
23 **FULL-BLOWN AUDIT?**

1 **A:** Yes. Embarq appears to be confusing the activities associated with requesting
2 an Examination with the activities associated with a full-blown audit. If either
3 Party determines that the findings from an Examination warrant a more
4 thorough and rigorous review of bills, then it would be appropriate for the
5 Parties to utilize an independent and unbiased third party to review the
6 discrepancies. Embarq's unlimited ability to use the Examination process,
7 without the need for a third party, should eliminate any cost concerns it has
8 with respect to Intrado Comm's proposed language.

9 **Q:** **DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

10 **A:** Yes.

E911 Port Service Request Guidelines

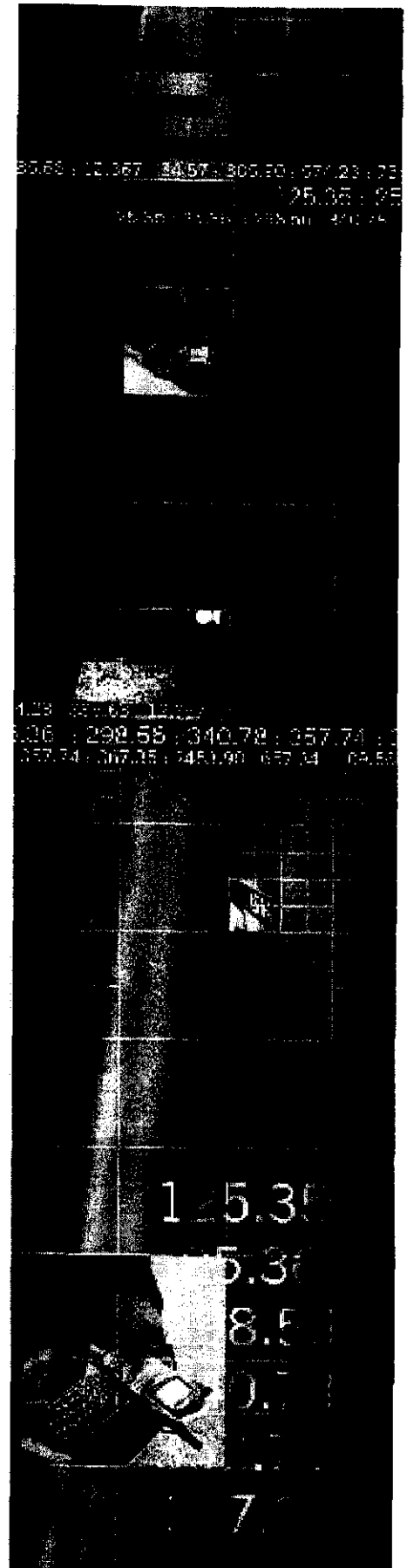
Version 2008.05.15



DOCUMENT NUMBER - DATE

04519 MAY 28 8

FPSC - COMMISSION CLERK



Notice

Intrado E911 Port Service Request Program and Documentation
© 2008 by Intrado Inc.
All Rights Reserved
Printed in U.S.A.

If you have any questions regarding the appropriate use of this software product and documentation, please direct your comments to:

Intrado Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720.494.5800

Trademark Information

Intrado, triangle beacon design, and the logo forms of the foregoing, are trademarks and/or service marks of Intrado Inc. in the United States, other countries, or both and may be registered therein.

Trademark Ownership

All trademarks used herein are the property of their respective owners.

Table of Contents

Port Service Request (PSR) Instructions and Field Descriptions	1
PSR Form Submittal Instructions	1
PSR Field Descriptions	1
Administrative Information Section of PSR Form	1
Billing Section of PSR Form	5
Contact Section of PSR Form	6
Trunking/Connectivity Section of PSR Form	8

Port Service Request (PSR) Instructions and Field Descriptions

PSR Form Submittal Instructions

1. Complete the Port Service Request (PSR) form for each Point of Interface (POI) you will be connecting to.
2. Submit the completed PSR form to IENVprovisioning@intrado.com.
3. Upon receipt of the completed PSR form, Intrado will review the information provided and will reply within two (2) business days as follows:
 - Provide confirmation of receipt of the properly completed PSR form
 - Provide the Intrado Facility Point Codes (if applicable – applies to SS7 Connectivity only)
 - If the form is not properly completed, the confirmation will indicate missing or incorrect data and what additional or corrected information is needed. Please resubmit a properly completed form within two (2) business days (or sooner).
4. Once your circuit is delivered to the POI location, resubmit the PSR form as 'version 2' with your requested test date and the Exchange Company Circuit ID fields populated on the 'version 2' submittal.
5. Once the cross connect is completed, Intrado will notify the TSP of completion within five (5) business days of the 'version 2' submittal and schedule initial testing.
6. Please forward any questions to IENVprovisioning@intrado.com.

PSR Field Descriptions

Administrative Information Section of PSR Form

PON: Purchase Order Number. Identifies the Telephone Service Providers (TSP's) unique purchase-order or requisition number that authorizes the issuance of this request or supplement.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 16 alpha numeric characters

EXAMPLE: 824Z9

VER: Version Identification. Identifies the TSP version number.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 2 alpha numeric characters

EXAMPLE: A2

D/TSENT: Date Sent. Identifies the date the Port Service Request is sent by the TSP.

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 numeric characters (including 2 hyphens)

EXAMPLE: 05-22-2007

DDD: Desired Due Date. Identifies the TSP's expected delivery of CFA (Tie Down) .

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric characters (including 2 hyphens)

EXAMPLE: 03-02-2008

PROJECT: Project Identification. Identifies the project with which the request is to be associated. Examples of the use of this field would be relating multiple requests especially for an initial cutover.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 16 alpha numeric characters

EXAMPLE: MS736119

PPTD: Test Date. Identifies the pre-negotiated test date for the start of testing. Must be greater than the desired due date.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric/characters (including 2 hyphens)

VALID ENTRIES:

U.S. Standard

Metric Format

Two -Digit Month (01-12)

Two -Digit Century (00-99)

Two-Digit Day (01-31)

Two-Digit Year (00-99)

Four-Digit Year (0000-9999)

Two-Digit Day (01-31)

EXAMPLE: 03-22-2007

NOR: Number of Requests. Identifies both specific and total quantity of requests within a group of Requests being ordered.

USAGE – The field is required

DATA CHARACTERISTICS – 4 numeric characters

EXAMPLE: 01 of 06

ACT: Activity. Identifies the activity involved in this request.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES

New installation or increase in capacity

Disconnection or decrease in capacity

Change CAMA to SS7, ISDN, or IP

EXAMPLE: N

SUP: Supplement Type. A supplement is any new iteration of a PSR. The entry in the SUP field identifies the reason for which the supplement is being issued.

USAGE – The field is conditional. Not for use on an initial request.

DATA CHARACTERISTICS – 1 numeric character

VALID ENTRIES:

Cancel – Indicates that the pending order is to be cancelled in its entirety.

New Due Date – Indicates that the pending order requires only a change of due date.

Other – Any other change to the request.

Correction – Indicates that this request is being issued to correct a previous request for which a firm confirmation has not been received.

EXAMPLE: 4

EXP: Expedite. Indicates that expedited treatment is requested and any charges generated in provisioning this request (e.g., additional engineering charges or labor charges if applicable) will be accepted.

USAGE – The field is optional.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES:

Y = Expedite Charges Authorized

EXAMPLE: Y

E911 Port Service Request Guidelines Port Service Request (PSR) Instructions and Field Descriptions

CKR: TSP Circuit Reference (primary/secondary). Identifies the circuit number or range of circuit numbers used by the TSP.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

ECCKT. Exchange Company Circuit ID (Primary/Secondary). Identifies the LEC local loop circuit ID or multiple circuit IDs.

USAGE – The field is required on final draft of order (Version 2).

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

RORD. Related Order Number – Identifies a related AP order number.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 17 alpha/numeric characters

EXAMPLE: C456895

RPON: Related Purchase Order Number. Identifies the PON of a related Port Service Request.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 16 alpha/numeric characters

EXAMPLE: 824Z9

POI SITE: Point of Interface Site. The location of the POI site that the TSP is connecting into. Each TSP must connect to a minimum of two POI locations. For a list of POI locations, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – City: 32 alpha characters, State: 2 alpha characters

EXAMPLE: City: Denver; State: CO

POI CLLI CODE: Point of Interface Site CLLI Code. The CLLI code of the POI site you are connecting into. For a list of POI CLLI Codes, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: WCHSOHGR0ED

REMARKS: Identifies a free flowing field which can be used to expand upon and clarify other data on this form.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 186 alpha/numeric characters

EXAMPLE: DISC OF FIRST CIRCUIT IN GROUP

Billing Section of PSR Form

BILLNM: Billing Name. Identifies the name of the person, office, or company to whom the TSP has designated that the bill be sent.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: XYZ CORPORATION

SBILLNM: Secondary Billing Name. Identifies the name of a department or group within the designated BILLNM entry.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: TSPCOUNTS RECEIVABLE

STREET: Street Address. Identifies the street of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: 125 E MAIN STREET

FLOOR: Identifies the floor for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 3 alpha/numeric characters

EXAMPLE: 32

ROOM: Identifies the room for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: 1K151A

CITY: Identifies the city, village, township, etc. of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: LONGMONT

STATE: State/Province. Identifies the two character postal code for the state/province of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha/numeric characters

EXAMPLE: CO

ZIP CODE: Identifies the zip code or zip+4 of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 12 alpha/numeric characters

EXAMPLE: 07039 or 08854-1234

BILLCON: Billing Contact. Identifies the name of the person or office to be contacted on billing matters.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JANE T DOE

TEL NO: Telephone Number. Identifies the telephone number of the billing contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2223

Contact Section of PSR Form

INIT: Initiator Identification. Identifies the TSP's employee who originated this request.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's employee who initiated the request.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the TSP's employee who initiated the request.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

ENGINEERING: Engineering Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the Engineering Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the Engineering Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

TEST: Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of Tester.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the Tester.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

SITE: Site Contact Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's Site Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the TSP's Site Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC: Network Operations Center. Identifies the NOC Name for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 25 alpha/numeric characters

EXAMPLE: XYZ NOC

TEL NO: Telephone Number. Identifies the NOC Telephone number for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC EMAIL ADDRESS: Network Operations Center Email Address. Identifies the email address of the TSPs NOC.

USAGE – The field is required.

DATA CHARACTERISTICS – 50 alpha/numeric characters

EXAMPLE: XYZCORPNOC@XYZ.COM

Trunking/Connectivity Section of PSR Form

Connectivity choices for connecting to Intrado's POIs. (Note: SS7 is the preferred method of connectivity.)

___ SS7 via VeriSign

___ SS7 via alternate SS7 provider

___ CAMA

DSO: Identifies number of DS 0s being used. (Note: Minimum requirement is two.)

USAGE – The field is required.

DATA CHARACTERISTICS – 2 numeric digits.

EXAMPLE: 02

HOM: Homed. Specify whether the connection from your End Office single (S), double (D) or triple (T) homed.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character.

EXAMPLE: D

TRFTYP: Traffic Type. Identifies the type of Traffic, i.e., Wireline (WRLN), Wireless (WRLS) or Voice over IP (VOIP)..

USAGE – The field is required.

DATA CHARACTERISTICS – 4 alpha numeric characters

EXAMPLE: WRLN

TCIC: Trunk Circuit Identification Code. Identifies a specific trunk for which CCS is being performed.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: 02345-02347

TRGP: Trunk Group. Identifies trunk group as either Selective Routing (SR) or Trunk only routing (TO).

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha characters

EXAMPLE: TO

PSAP: Public Safety Answering Point. Identifies the Default Public Safety Answering Point to be used in the trunk group.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: HOWARD COMM CTR

NPAT: NPA per trunk group. If multiple NPAs are used, this field identifies the NPA per Trunk Group.

USAGE – The field is required if using CAMA and multiple NPAs only.

DATA CHARACTERISTICS – Up to 30 alpha/numeric characters

EXAMPLE: TR1=NPA212

CFA: Connecting Facility Assignment (TIE-DOWN). Identifies the provider carrier system and channel to be used from a Wideband Analog, High Capacity, or Optical Network facility when the customer has assignment control.

E911 Port Service Request Guidelines Port Service Request (PSR) Instructions and Field Descriptions

USAGE – The field is required on final draft of order (Version 2)

DATA CHARACTERISTICS – Up to 42 alpha/numeric characters

EXAMPLE: 101/T1/3/BSTNMAGTCGO/BSTNMAMTCGO

CSL: Customer Switch Location. Identifies the CLLI Code of the customer's switch.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: CHCGILWRDS0

CSPC: Customer Signaling Point Code. Identifies the electronic address of the customer's signaling point (SP) or signaling transfer point (STP) in a CCS network.

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – 11 numeric characters (including 2 hyphens)

EXAMPLE: 249-255-101

NENA: NENA ID of Telephone Service Provider. Identifies the NENA ID.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: ITRDO

IMP: Implied NPA. Identifies the implied NPA.

USAGE – The field is required for CAMA connectivity.

DATA CHARACTERISTICS – 3 digits

EXAMPLE: 303

INF: Information Digit. Identifies if an information digit is being used.

USAGE – The field is required if using CAMA only.

DATA CHARACTERISTICS – One alpha character (Y) Yes or (N) No

EXAMPLE: N

ISUP: ISUP Parameter. Identifies the ISUP Parameter Used. (See ISUP Parameter Table on next page.)

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: NCASA1

Reference Tables for ISUP Parameter

ISUP Parameter	OLI	CpCAT	Called Party	Calling Party	Charge	Generic Digits
----------------	-----	-------	--------------	---------------	--------	----------------

E911 Port Service Request Guidelines Port Service Request (PSR) Instructions and Field Descriptions

Option for wireline/wireless calls	Wireless	Emergency	Number	Number	Number	Parameter
NCAS A1	NO	YES	911	ANI/pANI	ANI/pANI	BLANK
NCAS A2	NO	YES	911	ANI/pANI	-	BLANK
NCAS A3	NO	YES	911	-	ANI/pANI	BLANK

ISUP Parameter Option for wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
CAS A1	YES	YES	911	CBN	CBN	ESRD
CAS A2	YES	YES	911	CBN	-	ESRD
CAS A3	YES	YES	911	-	CBN	ESRD
CAS E1	YES	YES	ESRD	CBN	CBN	BLANK
CAS E2	YES	YES	ESRD	CBN	-	BLANK
CAS I1	YES	YES	ESRD	CBN	CBN	ESRD
CAS I2	YES	YES	ESRD	CBN	-	ESRD

TEMPLATE INTERCONNECTION AGREEMENT
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES

BETWEEN

Qwest Corporation

and

[COMPANY]

For the State of [STATE]

March 20, 2008

Agreement Number
CDS-xxxxxx-xxxx

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-

employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.



at&t

WHOLESALE AGREEMENT

Customer Name:

1Q08 Generic ICA	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	23
Att 1 - Resale	24
Att 1 - Resale Discounts & Rates	41
Att 2 - Network Elements & Other Services	50
Att 2 - Network Elements Rates - Exhibit A	95
Att 2 - Network Elements Rates - Exhibit B	196
Att 3 - Network Interconnection	213
Att 3 - Local Interconnection Rates	238
Att 4 - Collocation	247
Att 4 - Collocation Rates - Exhibit B	293
Att 4 - Exhibit C	338
Att 4 - Exhibit C - Rates	343
Att 5 - Access to Numbers and Number Portability	357
Att 6 - Ordering	362
Att 7 - Billing	370
Att 8 - Rights of Way	380
Att 9 - Service Quality Measurements	382
Att 10 - Disaster Recovery Plan	384
Att 11 - BFR and NBR Process	393

CLEC Agreement With

<customer_name>

Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

- 8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <customer_short_name>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by <customer_short_name>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <customer_short_name> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.
- 8.3.5 Audits. On thirty (30) days written notice, <customer_short_name> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <customer_short_name> shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <customer_short_name>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit,

<customer_short_name> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <customer_short_name> shall reimburse AT&T for the cost of the audit.

- 8.4 Compensation for IntraLATA 8XX Traffic. <customer_short_name> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <customer_short_name> requires interconnection from <customer_short_name> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <customer_short_name> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <customer_short_name> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
- 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
- 8.5.2 If an AT&T end user chooses <customer_short_name> as their presubscribed interexchange carrier, or if an AT&T end user uses <customer_short_name> as an interexchange carrier on a 101XXXX basis, AT&T will charge <customer_short_name> the appropriate AT&T tariff charges for originating switched access services.
- 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

by and between

*****CLEC Full Name TXT*****

and

*****VERIZON COMPANY FULL NAME 1 TXT*****

FOR THE STATE OF

[STATE]

rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and ***CLEC Acronym TXT*** shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

- 6.4 [Intentionally Left Blank].
- 6.5 [Intentionally Left Blank].
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to ***CLEC Acronym TXT*** in respect of any amounts to be paid by ***CLEC Acronym TXT*** hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, ***CLEC Acronym TXT*** shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ***CLEC Acronym TXT*** has provided Verizon with such assurance of payment.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve ***CLEC Acronym TXT*** from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 ***CLEC Acronym TXT*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 ***CLEC Acronym TXT*** Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TXT*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TXT*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TXT*** shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an